



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

November 23, 2015

### Ordinance 18168

Proposed No. 2015-0394.1

Sponsors von Reichbauer, Phillips and  
Dembowski

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and Joint Crafts Council (Construction Crafts)  
4 representing employees in the departments of adult and  
5 juvenile detention, executive services, natural resources and  
6 parks, public health and transportation; and establishing the  
7 effective date of said agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated by and between  
10 King County and Joint Crafts Council (Construction Crafts) representing employees in  
11 the departments of adult and juvenile detention, executive services, natural resources and  
12 parks, public health and transportation, which is Attachment A to this ordinance, is  
13 hereby approved and adopted by this reference made a part hereof.

14        SECTION 2. Terms and conditions of said agreement shall be effective from  
15 February 1, 2014, through and including December 31, 2016.  
16

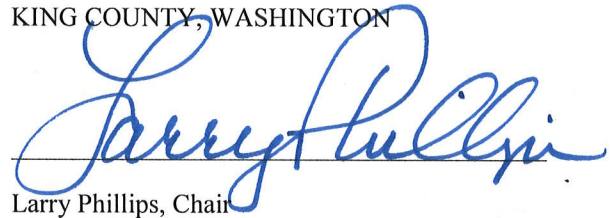
Ordinance 18168 was introduced on 11/2/2015 and passed by the Metropolitan King County Council on 11/23/2015, by the following vote:

Yes: 7 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Lambert,  
Mr. McDermott, Mr. Dembowski and Mr. Upthegrove

No: 0

Excused: 2 - Ms. Hague and Mr. Dunn

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 4<sup>th</sup> day of December, 2015.



Dow Constantine, County Executive

**Attachments:** A. Agreement by and between King County and Joint Crafts Council

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KING COUNTY COUNCIL



**AGREEMENT****by and between****KING COUNTY****and****JOINT CRAFTS COUNCIL****(Representing Construction Crafts Employees)****February 1, 2014 through December 31, 2016**

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**AGREEMENT****by and between****KING COUNTY****and****JOINT CRAFTS COUNCIL****(Representing Construction Crafts Employees)****February 1, 2014 through December 31, 2016**

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**AGREEMENT****by and between****KING COUNTY****and****JOINT CRAFTS COUNCIL****(Representing Construction Crafts Employees)****February 1, 2014 through December 31, 2016**

These articles constitute an agreement, the terms of which have been negotiated in good faith between King County (County) and the Joint Crafts Council (Union), whose members are listed under Article 19 - Duration. This agreement shall be subject to approval by ordinance by the Metropolitan County Council (Council) of King County, Washington.

**ARTICLE 1: PURPOSE**

**1.1** The purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees through their Union. The Articles of this Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

**ARTICLE 2: NON-DISCRIMINATION**

**2.1** The County and the Union agree that they will not unlawfully discriminate in employment against any employee by reason of race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin, religious affiliation, gender identity, gender expression, or disability.

**ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

**3.1 Recognition** - The County recognizes the Union as the exclusive bargaining representative of all regular, probationary, term-limited temporary and temporary employees whose job classifications are in the work units listed in the attached Appendices.

**3.2 Dues and Fees** - It will be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement will remain members in good standing and those who are not members on the effective date of this Agreement will on the thirtieth (30th) day following the effective date of this Agreement become and

1 remain members in good standing in the Union or pay fees to the Union to the extent permitted by  
2 law. It will also be a condition of employment that all employees covered by this Agreement and  
3 hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30th) day  
4 following the beginning of such employment become and remain members in good standing in the  
5 Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing  
6 contained in this Section will require employees to join the Union who can substantiate, in  
7 accordance with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or  
8 initiation fees to Union organizations. Such employees will pay an amount of money equivalent to  
9 regular Union dues and initiation fees to a non-religious charity or to another charitable organization  
10 mutually agreed upon by the employee and the Union. If the employee and the Union do not reach  
11 agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the  
12 charitable organization. Employees will furnish proof to the Union each month that such payment  
13 has been made.

14 **3.3 Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will  
15 constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a  
16 written request for discharge and verifies that the employee received written notification of the  
17 delinquency including the amount owing, the method of calculation, and the notification that the non-  
18 payment after a period of no less than seven (7) days will result in discharge by the County. A copy  
19 of each written notification will be mailed to the County concurrent with its mailing to the employee.

20 **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an  
21 employee, the County will have deducted from the pay of such employee the amount of dues and  
22 initiation fees as certified by the Union and will transmit the amount to the Union.

23 **3.5 Indemnification** - The Union will indemnify and hold the County harmless against any  
24 claims made and against any suit instituted against the County on account of any check-off of dues  
25 and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in  
26 error upon presentation of proper evidence thereof.

27 **3.6 Notice of Recognition** - The County will require all new employees hired, transferred, or  
28 promoted into a position included in the bargaining unit to sign a form which will inform them of the

Union's exclusive recognition. One (1) copy of the form will be retained by the County, one (1) copy will be given to the employee and the original will be sent to the Union. The County will notify the Union when an employee leaves the bargaining unit.

**3.7 Payroll Deduction for Political Contributions** - The County shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of a bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union/designee, in accordance with instructions provided by the Union.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

**4.1 General** - The Union recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the terms and conditions of this Agreement.

**4.2 Rights Enumerated** - Unless modified by this Agreement, the County shall have the right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train, layoff, and discipline and discharge regular employees for just cause; direct and assign the work; assign employees to work locations within the division; develop and modify classification specifications; allocate positions to those classifications; allocate employees to those positions; determine work shifts and work schedules; schedule and assign overtime work; establish the methods, means and processes by which work is performed; establish rules; and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the work units.

#### **ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY**

**5.1 Wage Rates** - The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Appendices "A" through "I" which are attached hereto and made a part of this Agreement.

**5.2 STEP Advancement** - A regular employee may be hired at STEP 1 of the wage range provided under the appendix covering the classification or above STEP 1 as provided under the County's Personnel Guidelines. Upon completion of the probationary period for the initial hire into the classification, the employee will move from the initial STEP hired to the next wage STEP in the

1 wage range, if hired at Step 1. If the employee is hired above Step 1, moving to the next Step is at the  
2 hiring authority's discretion within the first year after hire. STEP increases thereafter will be  
3 annually, on the date of the first Step movement after the initial hire into the classification until the  
4 top STEP is reached. An employee working less than full-time will receive STEP increases prorated  
5 based on the full-time work schedule of the work unit.

6 **5.3 STEP on Promotion** - A regular employee who is promoted from one classification to a  
7 higher paying classification will be placed into the pay STEP providing no less than a four and one-  
8 half (4-1/2) percent increase in his/her base hourly rate of pay not to exceed the top pay STEP of the  
9 higher paying classification.

10 **5.4 Short-term Temporary Employee Benefits** -- Temporary employees are not entitled to  
11 medical, dental, or leave benefits. However, a temporary employee may be eligible for participation  
12 in the Union's Health and Welfare Trust as provided under the appendix, where applicable. The  
13 temporary employee may also be eligible to receive other compensation provided under King County  
14 Code, as amended, in the event the employee exceeds the rolling year working hours threshold. If the  
15 Affordable Care Act grants temporary employees additional benefits beyond which they are currently  
16 entitled, the County will abide by the new law.

17 **5.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant  
18 regular positions.

19 **5.6 COLA** - Cost of living adjustments will be in accordance with the attached Memorandum  
20 of Agreement (Addendum A) addressing "Total Compensation Bargaining; 2015-2016 Budget; and  
21 Cost of Living wage adjustments for King County Coalition of Labor Unions bargaining unit  
22 members 2015-2016". The Council ratified MOA is adopted in its entirety as part of the collective  
23 bargaining agreement.

24 **5.7 Out-of-Classification** - An employee may be temporarily assigned in writing by the  
25 manager/designee to a higher paid classification under this Agreement when the higher-level duties  
26 and responsibilities comprise the majority of the work performed. The employee will be paid at the  
27 first STEP of the higher paid classification that provides an increase of at least five (5) percent above  
28 his/her base hourly rate of pay for the hours so assigned. In the event that the employee works out-of-

1 classification in excess of thirty (30) continuous days, all compensated hours will be at the higher rate  
2 of pay. Such assignments will not be used to supplant positions or violate Union jurisdictional rights.  
3 An employee assigned by the manager/designee to perform the duties of a lower paid classification on  
4 a temporary basis will not have a reduction of wages.

5 **5.8 Lead Assignment** - An employee may be temporarily assigned in writing by the  
6 manager/designee to perform lead duties. The employee will be paid seven and one-half (7-1/2)  
7 percent above his/her base hourly rate of pay. In the event that the employee works as a lead in  
8 excess of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This  
9 provision will be superseded by lead level classifications in the attached appendices, if such  
10 classifications have a higher wage rate than the employee's base hourly rate of pay.

## 11 **ARTICLE 6: HOURS OF WORK**

12 **6.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of  
13 five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and  
14 not to exceed forty (40) hours per workweek, Monday through Friday inclusive.

15 **6.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule  
16 comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive  
17 of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10)  
18 work schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or  
19 a Sunday.

20 **6.1.2 Additional Work Schedules** - By mutual agreement, additional work schedules  
21 may be established for each Appendix.

22 **6.2 First Shift** - An employee assigned to work on a shift beginning between the hours of  
23 5:00 A.M. and 11:59 A.M. will be considered to be on first shift.

24 **6.2.1 Second Shift** - An employee assigned to work on a shift beginning between the  
25 hours of 12:00 P.M. and 8:59 P.M. will be considered to be on second shift. The pay rate for an  
26 employee assigned to second shift will be his/her base hourly rate of pay plus ten (10) percent. An  
27 employee who is regularly assigned to the second shift will have all compensable time paid at the  
28 higher rate of pay.



1                   **6.2.2 Third Shift** - An employee assigned to work on a shift beginning between the  
2 hours of 9:00 P.M. and 4:59 A.M. will be considered to be on third shift. The pay rate for an  
3 employee assigned third shift will be his/her base hourly rate of pay plus fifteen (15) percent. An  
4 employee who is regularly assigned to the third shift will have all compensable time paid at the higher  
5 rate of pay.

6                   **6.2.3 Overtime** - The additional hourly compensation (shift premium) paid to  
7 employees assigned to second or third shift will not be paid for overtime hours worked by employees  
8 who are assigned to first shift.

9                   **6.3 Bid Postings** - Except in situations where the shift or schedule was established pursuant  
10 to the Alternative Work Arrangement Policy, all newly established or changed regular work schedules  
11 (days of work), shifts (hours of work) and vacant positions in the work unit will be posted on work  
12 site bulletin boards. Employees within the specific classification in the affected work unit will have  
13 the opportunity to bid by seniority order for the work schedule, shift or vacancy. Absent adequate  
14 interest, the County may assign employees within the classification in the affected work unit to the  
15 remaining work schedules, shifts or vacancies by using inverse seniority order. Changes to work  
16 schedules or shifts will normally require a fourteen (14) calendar days notice to affected employees.  
17 Work units are defined in each Appendix.

18                   **6.3.1 Altering of Work Schedule** - No employee will have his/her work schedule  
19 altered for the purpose of avoiding the payment of overtime except when an employee bids for such  
20 change as provided in Section 6.3. No employee will be required to work on his/her scheduled day  
21 off in lieu of the employee's scheduled workday. An employee will not receive overtime pay for  
22 working on Saturday and/or Sunday if the day(s) are part of his/her regular work schedule.

23                   **6.4 Temporary Work Schedule and/or Shift Change** - The manager/designee may  
24 temporarily change an employee's work schedule and/or shift for planned projects, for training and  
25 for covering a shift due to an absence or vacancy. Such change will normally require at least fourteen  
26 (14) calendar days notice to the employee, except when the County has less than fourteen (14)  
27 calendar days notice and the change is made to cover an absence or vacancy.  
28



## **ARTICLE 7: OVERTIME AND PREMIUMS**

**7.1 Overtime** - An employee on a 5-8 work schedule will be compensated at the rate of one and one-half (1-1/2) times his/her regular hourly rate of pay (overtime rate) for all additional hours worked in excess of the eight (8) regular compensated hours per day or the forty (40) regular compensated hours per workweek, or on a holiday recognized in this Agreement (in addition to the holiday pay).

**7.1.1** An employee on a 4-10 work schedule will be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay (overtime rate) for all additional hours worked in excess of the ten (10) regular compensated hours per day or the forty (40) regular compensated hours per workweek, or on a holiday recognized in this Agreement (in addition to the holiday pay).

**7.2 Scheduled overtime work** - Scheduled overtime work normally will be offered to full-time regular, then part-time regular employees prior to all other employees except in those instances where regular employees are not readily available, or when it is an extension of the workday for an employee or work crew, or as provided in an Appendix to this Agreement. Readily available is defined as the employee not being on a leave status and is present at work or at home when called at the time the overtime work is being scheduled and is in the work unit in which the overtime will be worked.

**7.3 Eight (8) Hour Break** - An employee who is called in to work prior to his/her next regularly scheduled shift and works no less than twelve (12) hours overtime without at least eight (8) hours break before the start of his/her next regularly scheduled shift will, upon request, be relieved of any requirement to work his/her next regularly scheduled shift. The employee can be directed by the County, for safety reasons, to not work his/her next regularly scheduled shift. In either of the above instances, the employee will receive overtime pay for all such overtime hours worked but may receive no pay for the regularly scheduled shift from which he/she was relieved.

**7.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement between the employee and the manager/designee. The request to earn compensatory time off must be initiated by the employee. Compensatory time off is subject to accrual and use in accordance with the

Personnel Guidelines. Compensatory time off will be earned under the same conditions as overtime in accordance with Section 7.1.

**7.5 Overtime Authorization** - All overtime will be authorized in advance by the manager/designee in writing, except in emergencies. Saturday and Sunday work will not be considered overtime when it is a regularly scheduled workday for the employee.

**7.6 Callout Premium** - A minimum of four (4) hours at the overtime rate will be paid for each callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the overtime rate.

**7.6.1 Callout** - A "callout" will be defined as a circumstance where an employee has left the work premises and is subsequently required to report back to work prior to his/her normally scheduled shift. An employee who is called out before the commencement of his/her regular shift will be compensated in accordance with the provisions of Section 7.6; provided, however, in the event the employee is called back to work within four (4) hours of his/her regular shift, the employee will be compensated at the overtime rate for only the hours immediately preceding the start of his/her regular shift.

**7.7 Emergency Work Premium** - Emergency work other than the normal scheduled shift or special schedule and/or shift not enumerated in Articles 6 or 7 will be credited as such and will be compensated as overtime. In the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works his/her regular shift, the regular shift will be compensated at the employee's regular, hourly rate of pay.

**7.8 Standby Premium** - An employee assigned to standby status on non-duty days, by written authority of the manager/designee, will be entitled to four (4) hours of pay at the overtime rate for each twenty-four (24) hour period or major portion thereof while on standby status. Any work performed on non-duty days while on standby status will be compensated at the overtime rate for actual time worked. An employee who is required in writing to be readily available to be called into work and/or who is required to wear a "beeper," cell phone or other communication device outside of his/her regular work hours will be considered to be on standby status.

## **ARTICLE 8: HOLIDAYS**

**8.1 Holidays Observed** - Regular, probationary, provisional and term-limited temporary employees (herein referred to as: "leave eligible employees") who work a full-time work schedule will be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Day Following Thanksgiving Day
Christmas Day	December 25th

and any day designated by public proclamation of the President or Governor as a legal holiday and as approved by the Council.

**8.1.1 Part-time Employees** - Leave eligible employees who work a part-time work schedule will be granted each of the holidays identified in Section 8.1 with pay prorated to reflect their normally scheduled work week.

**8.2 Holidays on Scheduled Day Off** - Whenever a holiday occurs during a full-time leave eligible employee's regularly scheduled day off, such employee either will receive compensation for the holidays identified in Section 8.1 or management will designate as an alternative holiday either the regularly scheduled workday before or after the holiday. Management will establish and notify affected employees of an alternative holiday schedule no later than December 15 of the preceding year.

**8.3 4-10 Employees** - A full-time leave eligible employee on a 4-10 work schedule may have

two (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for each holiday identified within Section 8.1, or use leave without pay if approved by the employee's supervisor. As an alternative, employees working a 4-10 work schedule may have their schedule changed by the County to a 5-8 work schedule during weeks which have a holiday.

**8.4 Personal Holidays** - Leave eligible employees will receive two (2) additional personal holidays (maximum of 8 hours for each day) to be administered through the vacation plan. The personal holiday for part-time regular employees will be pro-rated to reflect their normally scheduled work week. One personal holiday shall be added to the vacation leave bank in the pay-period that includes the first day of October and one personal holiday will be added in the pay-period that includes the first day of November each year. These days will be used in the same manner as any vacation day earned.

**8.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular work schedule is Monday through Friday, holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For those leave eligible employees whose regular work schedule requires working on a Saturday and/or a Sunday, holidays falling on these days will be observed on the actual date of the holiday.

**8.6 Maximum Accrual** - Leave eligible employees will receive no more than a maximum of eight (8) hours per holiday for a total of ninety-six (96) hours per year of holiday pay in any one (1) calendar year.

**8.7 Pay Status** - To be eligible for holiday pay, the employee must be in pay status on the employee's work day before and the employee's work day after the holiday. However, an employee who has successfully completed at least five (5) years of service and who retires at the end of the month in which the last regularly scheduled work day is a holiday will be eligible for holiday pay if the employee is in a pay status the day before the day observed as the holiday.

**8.8 Premium Pay** - Work performed by a leave-eligible employee on a holiday shall be paid at one and one-half (1-1/2) times the employee's regular rate, in addition to the holiday pay.

## **ARTICLE 9: VACATIONS**

**9.1 Accrual Schedule** - Regular, probationary, provisional and term-limited temporary employees (herein referred to as: "leave eligible employees") will accrue vacation leave benefits as described in and further qualified by this Article.

EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE		
Full Years of Service (Beginning)	Working Days Per Year	Hours based on 40-hr workweek
0-5	12	96
6	15	120
9	16	128
11	20	160
17	21	168
18	22	176
19	23	184
20	24	192
21	25	200
22	26	208
23	27	216
24	28	224
25	29	232
26	30	240

**9.1.1 Part-time Employees** - Leave eligible employees who work a part-time work schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in

1 Section 9.1, prorated to reflect their normally scheduled work week.

2       **9.2 Vacation Accrual** - Leave eligible employees will accrue vacation leave from their date  
3 of hire in a benefit eligible position.

4       **9.3 Maximum Accrual** - Leave eligible employees who work a full-time work schedule may  
5 accrue up to sixty (60) days (480 hours) vacation leave. Leave eligible employees who work a part-  
6 time work schedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally  
7 scheduled workday. Leave eligible employees will use vacation leave beyond the maximum accrual  
8 amount on or before the last day of the pay period that includes December 31 of each year. Failure to  
9 use vacation leave beyond the maximum amount will result in forfeiture of the vacation leave beyond  
10 the maximum amount, unless the employee has received approval in accordance with County policies  
11 and procedures to carry over vacation time in excess of the maximum amount.

12       **9.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation leave  
13 until he/she has successfully completed his/her first six (6) months of County service in a leave  
14 eligible position. If a leave eligible employee leaves County employment prior to successfully  
15 completing his/her first six (6) months of County service in a leave eligible position, he/she will  
16 forfeit and not be paid for accrued vacation leave. Except as modified by a VEBA agreement, a leave  
17 eligible employee will be paid for accrued vacation leave to his/her date of separation up to the  
18 maximum accrual amount if the employee has successfully completed his/her first six (6) months of  
19 County service and is in good standing. Payment will be the accrued vacation leave multiplied by the  
20 employee's rate of pay in effect upon the date of leaving County employment less mandatory  
21 withholdings.

22       **9.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued  
23 and such use or payment is consistent with the provisions of this Article.

24       **9.6 Outside Employment** - No employee will work for compensation for the County in any  
25 capacity during the time that the employee is on vacation leave.

26       **9.7 Partial Day Increments** - Vacation leave may be used in one-quarter (1/4) hour  
27 increments at the discretion of the manager/designee.

28       **9.8 Payment to Assigns and Heirs** - In cases of separation from County employment by

1 death of an employee with accrued vacation leave and who has successfully completed his/her first  
 2 six (6) months of County service in a leave eligible position, payment of unused vacation leave up to  
 3 the maximum accrual amount will be made to the employee's estate, or, in applicable cases, as  
 4 provided for by State Law, RCW Title 11.

5 **9.9 Vacation Scheduling** - The manager/designee will be responsible for scheduling the  
 6 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the  
 7 employees while maintaining the efficient functioning of the work unit.

8 **9.10 Notification While on Paid Vacation or Compensatory Time Off** - If a leave eligible  
 9 employee is injured or becomes ill while on paid vacation or compensatory time off, in order to  
 10 receive sick leave for that time, he/she must notify the manager/designee on the first day of the injury  
 11 or illness, either by telephone or fax, or by letter postmarked the first day of the injury or illness.  
 12 However, if it is physically impossible to give the required notice on the first day, notice must be sent  
 13 as soon as possible and must be accompanied by an acceptable showing of reasons for the delay. A  
 14 doctor's statement or other acceptable proof of the injury or illness, while on vacation or  
 15 compensatory time off must be presented regardless of the number of days involved.

16 **9.11** If a regular or probationary (who has previously achieved career service status)  
 17 employee resigns from County employment or is laid off and subsequently returns to County  
 18 employment within two (2) years from such resignation or lay off, as applicable, the employee's prior  
 19 County service shall be counted in determining the vacation leave accrual rate under Section 9.1.

20 **9.12 Term-Limited Temporary Employees** - A term-limited temporary employee who,  
 21 contiguous with his/her term-limited temporary employment becomes a regular employee shall have  
 22 his/her accrued vacation leave accruals carry over with such regular appointment and the accrual rate  
 23 will be determined based on his/her date of hire in the term-limited temporary position.

## 24 **ARTICLE 10: SICK LEAVE**

25 **10.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees  
 26 (hereinafter referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of  
 27 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours  
 28 per month. The employee is not entitled to sick leave if not previously earned.



1       **10.2 Vacation as an Extension of Sick Leave** - During the first six (6) months of service in  
2 a leave eligible position, leave eligible employees may use accrued vacation leave in accordance with  
3 the Washington State Family Care Act or, at the manager/designee's discretion, use any accrued days  
4 of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in  
5 a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County  
6 upon termination.

7       **10.3 Partial Day Increments** - Sick leave may be used in one quarter (1/4) hour increments  
8 at the discretion of the manager/designee.

9       **10.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued  
10 by a leave eligible employee.

11       **10.5 Restoration following Separation** - Separation from employment except by reason of  
12 retirement or layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the  
13 leave eligible employee as of the date of separation. Should a regular employee resign in good  
14 standing, be laid off or separated for non-disciplinary medical reasons and return to County  
15 employment within two (2) years, his/her accrued sick leave will be restored.

16       **10.6 Pay upon Separation** - Except as modified by a VEBA agreement a regular or  
17 probationary (who has previously achieved career service status) employee who has successfully  
18 completed at least five (5) years of County service and who retires as a result of length of service or  
19 who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as  
20 applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave  
21 multiplied by the employee's rate of pay in effect upon the date of leaving County employment, less  
22 mandatory withholdings. Retire as a result of length of service means an employee is eligible, applies  
23 for and begins drawing a pension from PERS or the City of Seattle Retirement Plan immediately  
24 upon terminating County employment.

25       **10.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick  
26 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under  
27 the County's workers compensation program, then the employee has the option to augment or not  
28 augment time loss payments with the use of accrued sick leave.



1       **10.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee  
 2 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when  
 3 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to  
 4 eighty (80) hours of accrued sick leave.

5       **10.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her  
 6 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved  
 7 by his/her manager/designee, or in accordance with the Washington State Family Care Act.

8       **10.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

9           A. The employee's bona fide illness; provided, that an employee who suffers an  
 10 occupational illness may not simultaneously collect sick leave and worker's compensation payments  
 11 in a total amount greater than the net regular pay of the employee;

12           B. The employee's incapacitating injury, provided that:

13               1. An employee injured on the job may not simultaneously collect sick leave  
 14 and worker's compensation payments in a total amount greater than the net regular pay of the  
 15 employee; though an employee who chooses not to augment his/her worker's compensation time loss  
 16 pay through the use of sick leave will be deemed on unpaid leave status;

17               2. An employee who chooses to augment workers compensation payments  
 18 with the use of accrued sick leave will notify the workers compensation office in writing at the  
 19 beginning of the leave;

20               3. An employee may not collect sick leave and worker's compensation time  
 21 loss payments for physical incapacity due to any injury or occupational illness which is directly  
 22 traceable to employment other than with the County.

23           C. Exposure to contagious diseases and resulting quarantine.

24           D. A female employee's temporary disability caused by or contributed to by  
 25 pregnancy and childbirth.

26           E. The employee's medical, ocular or dental appointments provided that the  
 27 employee's manager/designee has approved the scheduling of sick leave for such appointments.

28           F. To care for the employee's eligible child if the child has an illness or health

condition which requires treatment or supervision from the employee;

**G. To care for other family members, if:**

1. The employee has been employed by the County for twelve (12) months or more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12) months,

2. The family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and,

3. The reason for the leave is one of the following:

a. The birth of a son or daughter and care of the newborn child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve (12) months of the birth, adoption or placement;

b. The care of the employee's child or child of the employee's spouse or domestic partner whose illness or health condition requires treatment or supervision by the employee; or

c. Care of a family member who suffers from a serious health condition.

4. The parties agree that to the extent Washington State law provides greater benefits for the use of paid leave for family care, the state law shall prevail.

**10.11 Unpaid Leave** - An employee who has been employed by the County for twelve (12) months or more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in Sections 10.10.F and 10.10.G combined, within a twelve (12) month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

**A. Birth or Adoption** - When a leave is taken after the birth or placement of a child

for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's manager/designee.

**B. Reduced Schedules** - An employee make take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or family member of the employee; and

**C. Temporary Transfer** - If an employee requests intermittent leave or leave on a reduced leave schedule, under Section B, above, that is foreseeable based on planned medical treatment, the manager/designee may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

**10.11.1 Concurrent Time** - Use of donated leave will run concurrently with the eighteen (18) workweek family medical leave entitlement.

**10.11.2 Insurance Premiums** - The County will continue its contribution toward health care during any unpaid leave taken under Section 10.11.

**10.11.3 Return to Work from Unpaid Leave** - An employee who returns from unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

A. The same position he/she held when the leave commenced; or

B. A position with equivalent status, benefits, pay and other terms and conditions of employment; and

C. The same seniority accrued before the date on which the leave commenced.

**10.11.4 Failure to Return to Work** - Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from County service.

**10.12 Provider Certification** - The manager/designee and employee is responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be reasonably required to substantiate the health condition of the employee or family member for leave requests.

**10.13 Definition of Child** - For purposes of this Article, a child means a biological, adopted or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of self care because of mental or physical disability.

**10.14 Term-Limited Temporary Employees** - A term-limited temporary employee who, contiguous with his/her term-limited temporary employment becomes a regular employee shall have his/her accrued sick leave accruals carried over with the regular appointment.

## **ARTICLE 11: PAID LEAVES**

### **11.1 Donation of Vacation and Sick Leave Hours.**

#### **A. Vacation leave hours**

**1. Approval Required** - An employee eligible for paid leave may donate a portion of his/her accrued vacation leave to another employee eligible for paid leave benefits. Such donation will occur upon written request to and approval of the donating and receiving employee's department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee will not be denied unless approval would result in a departmental hardship for the receiving department.

**2. Limitations** - The number of hours donated will not exceed the donor's accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted where it would cause the employee receiving the transfer to exceed his/her maximum vacation accrual.

**3. Return of Unused Donations** - Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article. For purposes of Section 11.1.A, the first hours used by an employee will be accrued vacation leave hours.

#### **B. Sick leave hours**

**1. Written Notice Required** - An employee eligible for paid leave may

1 donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon  
2 written notice to the donating and receiving employee's department director(s).

3 **2. Minimum Leave Balance Required (Donor)** - No donation will be  
4 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the  
5 donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25)  
6 hours of his/her accrued sick leave in a calendar year.

7 **3. Return of Unused Donations** - Donated sick leave hours must be used  
8 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death  
9 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from  
10 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions  
11 contained in this Agreement. For purposes of Section 11.1.B, the first hours used by an employee  
12 will be accrued sick leave hours.

13 **C. No Solicitation** - All donations of vacation and sick leave made under this Article  
14 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or  
15 any other compensation or benefits in exchange for donating vacation or sick leave hours.

16 **D. Conversion Rate** - All vacation and sick leave hours donated will be converted to  
17 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar  
18 value will then be divided by the receiving employee's hourly rate to determine the actual number of  
19 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's  
20 straight time hourly rate at the time of reconversion.

21 **11.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for paid  
22 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but  
23 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days  
24 paid leave provided;

25 **A. Notification** - The employee gives the manager/designee reasonable advance  
26 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other  
27 organs or tissue where there is a reasonable expectation that the employee's failure to donate may  
28 result in serious illness, injury, pain or the eventual death of the identified recipient.

1           **B. Provider Certification** - The employee provides written proof from an accredited  
2 medical institution, organization or individual as to the need for the employee to donate bone marrow,  
3 a kidney, or other organs or tissue or to participate in any other medical procedure where the  
4 participation of the donor is unique or critical to a successful outcome.

5           **11.2.1 Time off Subject to Agreement** - Time off from work for the purpose set out  
6 above in excess of five (5) working days will be subject to the terms of this Agreement.

7           **11.3 Bereavement Leave**

8           **A.** An employee eligible for paid leave will be entitled to three (3) working days of  
9 bereavement leave per occurrence, due to death of a member of his/her immediate family.

10           **B. Use of Sick Leave in Addition to Bereavement Leave** - An employee eligible for  
11 leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of  
12 three (3) working days for each instance when death occurs to a member of the employee's immediate  
13 family.

14           **C.** In the application of any of the foregoing provisions, when a holiday or regular day  
15 off falls within the prescribed period of absence, it will not be charged against the employee's sick  
16 leave account nor bereavement leave credit.

17           **D. Family Defined** - Immediate family means, as used in this Article: spouse,  
18 domestic partner, grandparent, parent, child (or a child of an employee standing in loco parentis to the  
19 child), sibling, child-in-law, parent-in-law, grandchild of the employee, employee's spouse or  
20 employee's domestic partner.

21           **11.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up  
22 to three (3) days of sick leave each year to allow the employee to perform volunteer services at the  
23 school attended by the employee's child provided; an employee requesting to use sick leave for this  
24 purpose will submit such request in writing specifying the name of the school and the nature of the  
25 volunteer services to be performed.

26           **11.5 Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be  
27 entitled to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive  
28 of mileage, with the Finance and Business Operations Division, Department of Executive Services.



1 The employee will report back to their manager/designee when dismissed from jury service.

2 **11.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary  
3 time off with pay for the purpose of participating in County qualifying or promotional examinations.  
4 This will include time required to complete any required interviews.

5 **11.7 Military Leave** - A leave of absence for active military duty or active military training  
6 duty will be granted to eligible employees in accordance with applicable provisions of state and/or  
7 federal law; provided, that a request for such leave shall be submitted to the manager/designee in  
8 writing by the employee and accompanied by a validated copy of military orders ordering such active  
9 duty or active training duty.

10 **ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN**

11 **12.1 Maintenance of Benefits** - The County presently participates in group medical, dental  
12 and life insurance programs for eligible regular, probationary, provisional and term-limited temporary  
13 employees and their eligible dependents. The County will maintain the current level of benefits under  
14 its group medical, dental, vision and life insurance programs during the life of this Agreement except  
15 as may be otherwise provided for in Section 12.2.

16 **12.2 Insurance Committee** - There will be a Joint Labor Management Insurance Committee  
17 comprised of representatives from the County and the Labor Union Coalition. The function of the  
18 Joint Labor Management Committee will be to review, study and make recommendations relative to  
19 existing medical, dental, vision and life insurance programs. The County and the Union will  
20 implement any changes in employee insurance benefits which result from any agreement of the Joint  
21 Labor Management Committee.

22 **12.3 Premiums While Off Work Due to On-the-Job Injury or Illness** - The County shall  
23 continue to provide medical insurance coverage pursuant to the JLMIC cost share provisions for  
24 active employees and their dependents for those months they are unable to work due to an on-the-job  
25 injury or on-the-job illness and are receiving no sick leave or vacation benefits. The total number of  
26 months of medical insurance coverage provided for under this Section shall not exceed twelve (12)  
27 months or the number of months for which the employee continues to receive paid sick leave and/or  
28 paid vacation leave benefits, whichever is the greater.

## **ARTICLE 13: SENIORITY - LAYOFF AND RECALL**

**13.1 Seniority Rights** - Regular employees will be afforded the right to utilize their seniority as hereinafter defined for the purposes specifically provided for within this Agreement.

**13.2 Probation** - An employee will be recognized as having attained seniority and regular employee status when such employee has completed a probation period equivalent of six (6) months worked in a career service position based on a full-time work schedule in a classification covered by this Agreement. Probation is also served when an employee is recalled from layoff, transfers or is rehired, demoted or promoted. The probation period may be extended by the manager/designee not to exceed a total of twelve (12) months worked. The County will notify the Union of a probation extension. Upon completion of the probation period, the employee will be assigned a classification seniority date which will be the date when he/she first commenced his/her probation for that classification. An employee working less than a full-time work schedule will have his/her probation prorated based on the full-time work schedule for the work unit.

**13.2.1** An employee who is recalled from layoff within two (2) years, or is rehired within one (1) year will have his/her classification seniority restored upon successful completion of probation.

**13.2.2** The movement of an active, career service employee to a different work unit, work crew, or work site within the same division will not be considered a transfer that requires a probation period, if the employee continues in the same job classification with substantially the same duties.

**13.2.3 Resumption of Probationary Period Upon Recall From Layoff** - In the event a regular employee is laid off during his/her probation period and is subsequently recalled to his/her classification within ninety (90) calendar days from the date of layoff, he/she will be credited with all days previously worked for purposes of satisfying his/her probation period and establishing his/her resultant classification seniority date.

**13.3 Seniority Accrual While on Leave Due to Illness or Injury** - An employee will continue to accrue seniority during an absence caused by an industrial injury or illness. An employee who is unable to work because of a non-work related injury or illness will not accumulate seniority



during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to eighteen (18) workweeks of the qualified unpaid leave period.

**13.3.1 Seniority Accrual While on Leave Without Pay** - An employee on an approved unpaid leave of absence in excess of thirty (30) calendar days will not accumulate seniority credits during such absence except as provided under Section 13.3.

**13.4 Promotion and Transfer** - When a regular employee is promoted or transferred out of the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit within twelve (12) months of the promotion or transfer, the employee will resume his/her seniority which he/she had on the date of the promotion or transfer.

A regular employee who is promoted or transferred to another King County position and does not complete the probationary period may elect to return to the former position within six (6) months if the former position is vacant and available. If the position is not available, and as a result the employee separates from County service, the employee will be entitled to recall rights to the former classification in accordance with Section 13.9, as if the employee had been laid off on the date of separation.

**13.5 Seniority will be defined as follows:**

- **“Classification Seniority”** will be defined as regular employee’s total length of service within a specific classification covered by this Agreement. Regular employees in the Parks Division who were in a position covered by this Agreement prior to January 1, 1992 will not be credited with any classification seniority accrued prior to January 1, 1992 for purposes of layoff under this Article.

- **“Division Seniority”** will be defined as a regular employee’s total length of service within a division of a department covered by this Agreement.

- **“Departmental Seniority”** will be defined as a regular employee’s total length of service within a department.

- **“Bargaining Unit Seniority”** for purposes of this Agreement, will be defined as a regular employee’s total length of service within a classification(s) covered by this Agreement.

1           • “**County Seniority**” will be defined as a regular employee’s total length of service  
2 with the County in a career service position.

3           **13.6 Forfeiture of Seniority** - Seniority rights will be forfeited for any of the following  
4 causes:

- 5           • Discharge for just cause.
- 6           • Promotion or transfer outside of the bargaining unit for one (1) or more years.
- 7           • Layoff for more than two (2) years.
- 8           • Resignation; provided, however, in the event a regular employee who has completed  
9 his/her probation period is rehired to a classification covered under this Agreement within twelve (12)  
10 months from the date of his/her termination or resignation, the employee will then be credited with all  
11 his/her seniority credits previously existing on his/her last day worked.

12           **13.7 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County  
13 will layoff the regular employee in the classification affected who has the least Classification  
14 Seniority within his/her division. Prior to any layoff, all term-limited temporary, provisional,  
15 temporary and probationary employees in the classification within the affected division of the  
16 department will be separated first. Where two (2) or more regular employees have the same  
17 Classification Seniority, the more senior employee will be the one who has the most seniority by  
18 applying the following seniority tie breakers in this order: 1) Division, 2) Department, 3) Bargaining  
19 Unit, 4) County, 5) total number of compensated hours, 6) a random method by mutual agreement.

20           **13.8 Bumping Rights** - A regular employee who becomes displaced due to a reduction-in-  
21 force will be permitted to use his/her Classification Seniority to displace or “bump out” the least  
22 senior regular employee occupying the same classification. The employee will also be permitted to  
23 use his/her bargaining unit seniority to displace or “bump out” the least senior regular employee  
24 occupying a classification within which the bumping regular employee had previously attained  
25 seniority status. Regular employees in the Parks Division who were in a classification covered by this  
26 Agreement prior to January 1, 1992 will accrue seniority as of January 1, 1992 for purposes of being  
27 able to exercise their bumping rights as provided under this Article.

28           **13.8.1 Displaced Employees** - A regular employee who becomes displaced due to

another regular employee's exercise of Section 13.8, will also be afforded the right to displace or "bump out" the least senior regular employee in his/her classification in a similar manner.

**13.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be recalled to his/her classification in the inverse order of layoff subject to his/her ability to perform the work of the position for which he/she is recalled. A regular employee will be removed from the recall list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails to accept or report to work after being recalled, or the employee requests to be removed from the recall list.

#### **ARTICLE 14: MISCELLANEOUS**

**14.1 Seniority Lists** - The County will transmit to the Union a current listing of all employees in each Appendix in February and August of each year. Such list will indicate the name of the employee, job classification, classification seniority date and work unit.

**14.2 Contracting of Work** - The County will not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis. Except for emergency situations, the County will provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance will the County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision will limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

**14.3 Election to Union Office** - A regular employee elected or appointed to an office in the Union, which requires all of his/her time will be given an unpaid leave of absence up to one (1) year without pay upon written application. This provision does not apply to appointed shop stewards in the exercise of their duties which fall under Section 14.10.

**14.4 Mileage Reimbursement** - All employees who have been authorized to use their own transportation on County business will be reimbursed at the rate established by County ordinance.

**14.5 Road and River Improvement Employees** - All County Road and River Improvement employees will be allowed pay from time of reporting to a designated headquarters and will end when

1 the employee returns from the field to such headquarters.

2       **14.6 Rain Gear** - The County will provide rain gear for all employees working in inclement  
3 weather as needed.

4       **14.7 King County Labor-Management Committee(s)** - The County and the Union  
5 recognizes the importance of a collective bargaining and employee relations climate in the County  
6 that encourages cooperative efforts and joint problem-solving amongst all involved parties to better  
7 serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit,  
8 train and retain quality employees. In the interest of meeting these challenges, the County and the  
9 Union agrees to establish labor-management committee(s) where mutually agreed.

10       **14.8 Biweekly Payroll** - The parties agree the County has the right to implement a common  
11 biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work  
12 weeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-  
13 opened at any time during the life of this agreement by the County for the purpose of negotiating  
14 these standardized pay practices, to the extent required by law.

15       **14.9 Bulletin Boards** - The County agrees to permit the Union shop stewards and business  
16 representatives to post on designated County bulletin boards the announcement of meetings, election  
17 of officers, and other Union material; provided, there is sufficient space beyond what is required by  
18 the County for normal business operations.

19       **14.10 Shop Stewards** - Shop stewards may conduct representational responsibilities  
20 including but not limited to grievance investigations, attending grievances, attending labor  
21 management meetings, official contract negotiations (number of employees to be determined at the  
22 bargaining teams at the onset of negotiations) Weingarten and Loudermill meetings during his/her  
23 regular scheduled shift, without a loss of regular compensation, if excused from work by the  
24 employee's manager/designee.

25       **14.11 Safety** - The County, Union and employees agree to comply with all applicable safety  
26 laws and regulations. In the event an employee discovers or identifies an unsafe condition he/she will  
27 immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe  
28 condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

1       **14.12 Bus Pass** - The County agrees to maintain the current bus pass benefit for eligible  
2 employees for the term of this Agreement.

3       **14.13 Apprenticeship Utilization** - By mutual agreement, the County and the Union agrees  
4 to enter into Apprenticeship Participation Agreements to establish and maintain ongoing apprentice  
5 hiring within the Joint Crafts having established Apprenticeship Programs. Such apprentice hiring  
6 will conform to the individual Apprenticeship Standards.

7       **14.14 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to  
8 fill a vacant bargaining unit position, the County will provide notice of the vacancy to all regular  
9 employees within the classification within the bargaining unit. A copy of the vacancy will be posted  
10 on the workplace bulletin board. Any regular member of the bargaining unit holding a position  
11 within the same classification as that of the vacant position will be given the opportunity to apply for  
12 the position. The appointment will be made to the applicant who the County determines has the  
13 knowledge, skills and ability to fill the position. Where the knowledge, skills and ability of the  
14 applicants are equal, the position will be awarded on the basis of classification seniority. This  
15 provision is not applicable to employees who hold a different employment status (i.e., part-time and  
16 full-time) than that of the vacant position in the classification.

17       **14.15 Use of Term-Limited Temporary Employees** - The County will notify the Union  
18 when it hires a term-limited temporary employee. The notice will include the classification, division  
19 hired, basis for the hire and expected length of employment. The County will meet with the Union, if  
20 requested, within fourteen (14) days following such request. Term-limited temporary employees may  
21 be given annual Step increase in accordance with King County Personnel Guidelines and Policy.

22       **14.16 Pension Trusts** - The County agrees to re-open negotiations during the term of this  
23 Agreement upon request by any signatory Union, solely for the purpose of negotiating procedures and  
24 policies for employees covered by this Agreement to participate in a Union Pension Trust. The  
25 parties understand and agree that the Union will conduct a membership vote to determine whether the  
26 membership will participate in a Pension Trust, and that if a majority of members represented by one  
27 of the Unions signatory to this Agreement vote in favor of participation, all members must  
28 participate. The parties further agree that participation in a Pension Trust shall not result in an

1 increase of pay for any employees covered by this Agreement.

2       **14.17 Camera Usage** – The County expressly agrees that any real time viewing is for  
3 operational reasons and will not be used for surveillance of employees for the purpose of disciplinary  
4 action. The County will not request copies of camera footage from IT for the purpose of disciplinary  
5 action unless it has a documented good-faith reason to do so, based upon a reasonable suspicion an  
6 employee has committed an offense that could result in discipline. The County agrees not to request  
7 or view camera footage, without any other evidence, involving an employee who may have  
8 committed a violation of some rule or policy which could result in disciplinary action (no fishing  
9 expeditions). The County agrees to comply with requests from the Union for camera footage where  
10 discipline or the potential to issue discipline exists.

11 **ARTICLE 15: GRIEVANCE PROCEDURE**

12       **15.1 Purpose** - The County and the Union recognize the importance and desirability of  
13 settling grievances promptly and fairly in the interest of continued good employee relations and  
14 morale. In furtherance of this objective, the County and the Union will extend every effort to settle  
15 grievances at the lowest possible level of supervision.

16       **15.2 No Discrimination** - Employees will be unimpeded and free from restraint, interference,  
17 coercion, discrimination or reprisal in seeking adjudication of their grievances.

18       **15.3 Grievance Definition** - A grievance will be defined as an issue relating to the  
19 interpretation and application of rights, benefits, or conditions of employment as contained in this  
20 Agreement.

21       **15.4 Exclusive Representative** - The Union will not be required to press employee  
22 grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition  
23 and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union  
24 will be the exclusive representative of the employee.

25       **15.5 Access to Grievance Procedure** - Employees, whether Union members or not, will  
26 have no independent unilateral privilege or right to invoke the grievance procedure; however, an  
27 employee's complaint may be presented to his/her supervisor. If the issue is not resolved, it may be  
28 referred to STEP 1.



**15.6**

A. **STEP 1** - A grievance will be presented in writing by the shop steward or the Union representative within fourteen (14) calendar days of the occurrence or knowledge of such grievance to the employee's Section Manager. The written grievance will describe the event or circumstances being grieved, the provision(s) of this Agreement that have allegedly been violated and the remedy sought. The Section Manager/designee will attempt to adjust the matter with the Union representative and notify the same within fourteen (14) calendar days after receipt of the grievance. If the shop steward/Union representative does not pursue the grievance to STEP 2 within fourteen (14) calendar days after receiving the Section Manager's/designee's written decision, the grievance will be presumed resolved.

B. **STEP 2** - The grievance will be presented in writing to the Division Director for investigation, discussion and written reply. The Division Director/designee will meet with the employee and Union to discuss the grievance within fourteen (14) calendar days of the receipt of the STEP 2 grievance. The Division Director/designee will issue a written decision to the employee and the Union within fourteen (14) calendar days following the discussion. If the Union does not pursue the grievance to STEP 3 within fourteen (14) calendar days after receiving the Division Director's/designee's written decision, the grievance will be presumed resolved.

C. **STEP 3** - The grievance will be presented in writing to the Labor Negotiator, who will notify the Union of the need to form a joint committee of equal representation from the Union and the County with a maximum of two (2) people for each side. The Committee will schedule a meeting for the purpose of resolving the grievance within thirty (30) calendar days after receiving the written grievance.

**15.7 Arbitration** - Should the Committee be unable to resolve the grievance, either the County or the Union may make a written request of the other party for arbitration within thirty (30) calendar days following the Committee's written decision. The written request for arbitration must specify the exact question to be arbitrated, the provision(s) of the Agreement allegedly violated and the remedy sought.

**15.7.1 Selection Process** - The representatives for the parties will select a third

1 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a  
2 third party to serve as an arbitrator, then the arbitrator will be selected from a panel of seven (7)  
3 names furnished by Federal Mediation and Conciliation Service (FMCS). The arbitrator will be  
4 selected from the list by both the County representative and the Union representative each alternately  
5 striking a name from the list until only one name remains. The remaining name will serve as the  
6 arbitrator. The arbitrator, under voluntary labor arbitration rules of the (FMCS), will be asked to  
7 render a decision promptly and the decision of the arbitrator will be final and binding upon all parties  
8 to the dispute.

9 **15.7.2 Arbitrator's Authority Limited** - The arbitrator will have no power to add to,  
10 subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new  
11 agreements, but will have the power only to apply and interpret the provisions of this Agreement in  
12 reaching a decision.

13 **15.7.3 Arbitration Expenses** - The arbitrator's fee and expenses will be paid equally  
14 by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon in  
15 advance, will be paid equally by the County and the Union. Each party will pay the full costs and fees  
16 of its representatives including attorney's fees and the expenses of any witnesses appearing on its own  
17 behalf, regardless of the outcome of the arbitration.

18 **15.8 Timelines** - Timelines under this Article may be extended by mutual agreement of the  
19 parties responsible for addressing the grievance at each STEP. Unless mutually agreed between the  
20 parties responsible for addressing the grievance at each STEP no grievance STEP may be by-passed.

21 **15.9 Mediation** - Either party can request mediation of the other party prior to arbitration. If  
22 both parties agree to mediation, an impartial and mutually agreed upon mediation service will be used  
23 to mediate the grievance. In the event that the grievance is not resolved in mediation, either party  
24 may proceed to arbitration.

25 **15.10 Grievances of Disciplinary Action** - Regular employees are subject to a just cause  
26 standard for discipline or discharge. The provisions of this Article will not apply to probationary,  
27 temporary, provisional and term-limited temporary employees if they are disciplined or discharged.

28 **15.11 Resolutions are Final and Binding** - The disposition and/or settlement of any



1 grievance or other matter in dispute as determined by and between the Union and the County will be  
2 final and binding upon all parties to the dispute.

3 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

4       **16.1 Work Stoppages** - The County, the Council, and the Unions agree that the public  
5 interest requires efficient and uninterrupted performance of all County services and to this end pledge  
6 their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Unions  
7 will not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform  
8 any customarily assigned duties, sick leave absence which is not bona fide, or other interference with  
9 County functions by employees under this Agreement and should same occur, the involved Union  
10 will take appropriate steps to end such interference. Any concerted action by any employee in any  
11 bargaining unit will be deemed a work stoppage if any of the afore-referenced activities have occurred  
12 contrary to the provisions of this Agreement. Being absent without authorized leave will be  
13 considered as an automatic resignation. Such a resignation may be rescinded by the department head  
14 if the employee presents satisfactory reasons for their absence within three (3) calendar days of the  
15 date his/her automatic resignation became effective.

16       **16.2 Employer Protection** - Upon notification in writing by the County to the Union that any  
17 of its members are engaged in a work stoppage, the Union will immediately, in writing, order such  
18 members to immediately cease engaging such work stoppage and provide the County with a copy of  
19 such order. In addition, if requested by the County, a responsible official of the Union will publicly  
20 order such Union members to cease engaging in such work stoppage.

21       **16.3 Discipline** - Any employee participating in such work stoppage or in other ways  
22 committing an act prohibited in this Article will be subject to disciplinary action in accordance with  
23 the County's work rules up to and including discharge, suspension, or other disciplinary action as  
24 may be deemed applicable to such employee.

25 **ARTICLE 17: WAIVER CLAUSE**

26       **17.1** The parties acknowledge that each has had the unlimited right within the law and the  
27 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
28 collective bargaining. The results of the exercise of that right and opportunity are set forth within this

1 Agreement. This Agreement may be opened in its entirety or in part, by mutual agreement of the  
2 parties during the life of this Agreement.

3 **ARTICLE 18: SAVINGS CLAUSE**

4       **18.1** Should any part hereof or any provisions herein contained be rendered or declared  
5 invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of  
6 competent jurisdiction, such invalidation of such part or portions of this Agreement will not  
7 invalidate the remaining portions hereof; provided however, upon such invalidation the parties will  
8 meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain  
9 in full force and effect.

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1 **ARTICLE 19: DURATION**

2       **19.1 Duration** - This Agreement will become effective upon full and final ratification and  
3 approval by formal requisite means by the King County Council and covers the period from  
4 February 1, 2014 through December 31, 2016.

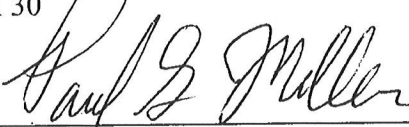
5       **19.2 Reopener Clause** - Contract negotiations for the succeeding contract may be initiated by  
6 either party by providing to the other written notice of its intention to do so at least sixty (60) days  
7 prior to December 31, 2016.

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10               APPROVED this 30 day of SEPTEMBER, 2015.

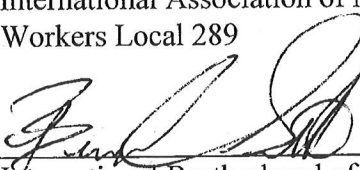
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14                               By: Dow Carsh  
15                               King County Executive

By:   
Pacific Northwest Regional Council of Carpenters  
Local 30


Date: 8/12/15

By:   
International Association of Machinists and Aerospace  
Workers Local 289

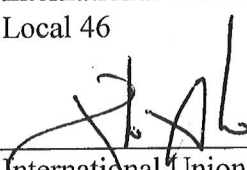
Date: 8/17/15

By:   
International Brotherhood of Boilermakers, Iron Ship  
Builders, Blacksmiths, Forgers and Helpers  
Lodge No. 104

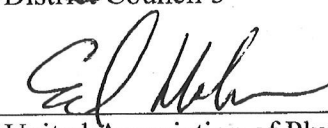
Date: 8-12-15

By:   
International Brotherhood of Electrical Workers  
Local 46

Date: 08/12/2015

By:   
International Union of Painters and Allied Trades  
District Council 5


Date: 8/13/2015

By:   
United Association of Plumbers and Pipefitters  
Local 32


Date: 08/12/2015

By:   
UNITEHERE! Local 8

Date: 8/15/15

By:   
International Union of Operating Engineers  
Local 286

Date: 8/13/2015

By:   
Laborers' International Union of North America  
Local 1139

Date: 08/14/2015

**APPENDIX A****Pacific Northwest Regional Council of Carpenters Local 30**

Union Code: T4L

**APPENDIX A: Pacific Northwest Regional Council of Carpenters Local 30**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Pay Range</b>	<b>Steps</b>
8100100	811103	Carpenter I	48	1-2-3-4-5 *
8100300	811203	Carpenter I - Lead	51	1-2-3-4-5 *
8100200	811303	Carpenter II	52	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

**A.1 Steps** - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation.

**A.2 Short-term Temporary Employees** - A temporary journey level employee will be hired at Step 3, or at a higher step at the County's discretion. In addition, the County will pay the full hourly contribution rate into the medical portion of the Carpenter's Health and Welfare Trust on behalf of the employee for each hour in pay status.

**A.3 Tools** - No employee will be required to furnish tools for work. The County will provide the tools necessary to perform the assigned work.

**A.4 Work Units** - Work units will be defined as those County divisions in which members are regularly assigned to work.

**A.5 Apprenticeship Program** - If, during the term of this Agreement, the County and Union decide to create or participate in an Apprenticeship program, the parties agree to re-open negotiations, at the request of either party, to negotiate amendments or additions to this Appendix related to apprenticeships.

1       **A.6** Each employee will have a regularly assigned site to report at the beginning of the work  
2 shift. The regular reporting site may be changed with two (2) weeks written notice. An employee  
3 may be temporarily assigned to report at a different work site based on County business needs, or the  
4 supervisor may allow an employee to report to a temporary work site for a specified period of time, if  
5 compatible with County business needs. Assigned travel to and from job sites during the shift will be  
6 on paid time and at County expense.

7       **A.7 Assignment of Overtime - (A.7 applies only to the King County Roads Division**  
8 **Carpenter Group.)** Unscheduled overtime and non-project overtime will be offered first to the most  
9 senior Carpenter and if declined to the next most senior Carpenter until the offer is accepted. Should  
10 there be no Carpenter willing to accept the overtime assignment the least senior Carpenter will be  
11 required to staff the overtime assignment. This overtime list ("wheel") methodology requires that  
12 those carpenters that decline the overtime assignment fall to the bottom of the overtime wheel as the  
13 cycle continues. This overtime wheel methodology will not be ordinarily utilized for scheduled  
14 projects that incur overtime. It is the intent of the parties that carpenters working overtime on  
15 scheduled projects remain on the project's overtime assignment whenever possible. Should a need  
16 arise requiring the replacement of a carpenter on a project overtime assignment the County will utilize  
17 the overtime wheel whenever practicable. Should the County determine that the utilization of the  
18 overtime wheel to be impracticable for scheduling project overtime, it may at its discretion directly  
19 assign the project overtime to a carpenter of its choosing.

20       **A.8 Work Clothing** – The County shall provide "double front" work pants to Carpenters  
21 employed by the Roads Services Division. Furthermore, the parties agree to convene a Labor-  
22 Management Committee in affected Departments as soon as feasible after the implementation of this  
23 Agreement for the purpose of discussing types of clothing most appropriate for the Carpenters in that  
24 particular work unit.

25       **A.9 Western Washington Training Trust** – The County and the Pacific Northwest  
26 Regional Council of Carpenters agree to continue discussions concerning contributions to the  
27 Western Washington Training Trust for Journeyman Carpenter Skill Enhancement training contingent  
28 upon the Training Trust's future decisions on how to create a process and the cost for public sector  
employer access. Furthermore, the parties agree to continue discussions concerning the application of  
the Western Washington Apprenticeship Training Program for the purpose of succession planning.

**APPENDIX B****International Association of Machinists and Aerospace****Workers Local 289**

Union Code(s): T2Q  
T3Q

**APPENDIX B: International Association of Machinists and Aerospace Workers Local 289**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8431100	845402	Heavy Equipment Body Repair Technician	50	1-2-3-4-5 *
8410200	841204 (T3Q) 841203 (T2Q)	Mechanic/Automotive Machinist I	45	1-2-3-4-5 *
8411200	870901	Mechanic/Automotive Machinist I-HD	50	1-2-3-4-5 *
8410300	841302	Mechanic/Automotive Machinist II	49	1-2-3-4-5 *
8411300	870102	Mechanic/Automotive Machinist II-HD	54	1-2-3-4-5 *
8422100	843102	Millwright	50	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

**B.1 Steps** - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired, or a State recognized Certificate of Completion in Automotive Mechanics Technology and three (3) years of documented experience in the field, or holds a Master ASE Certification and five (5) years documented experience in the field will start at Step 3 and advance to Step 5 on successful completion of probation. This provision shall only apply to newly hired employees on or after the date this Agreement is adopted by ordinance.

**B.2 Commercial Drivers License (CDL)** - All employees in a "HD" classification must possess a valid CDL while in pay status. The County will pay for required training and associated costs. The employee is responsible for any costs of a physical exam and the actual license.



Employees are required to successfully obtain the CDL within six (6) months of employment. Failure to obtain the CDL will result in separation of employment; except, employees who are employed with the County as of February 4, 2000 who fail to pass the CDL physical exam will not be separated from their position for having failed the physical exam unless such failure is due to a positive test for drugs or alcohol.

**B.3 ASE Certification** – Effective January 1, 2015, all employees who hold either one-half (1/2) of the ASE certificates for master mechanic certification in his/her classification or a full ASE master mechanic certification for his/her classification will receive one of the following hourly pay premiums as follows:

	One-half (1/2) certificate	One full certificate
Machinist I	.80	1.80
Machinist II	.90	1.80
HD I (including Heavy Equipment Body Repair Technician and Millwright positions)	.90	2.05
HD II	1.00	2.05

The parties agree that except for the 2016 COLA, the ASE Premium shall be increased by the same percentage as the COLA adjustment each year.

The ASE certificates/certification must be valid in order to receive the premium. The premium is to be paid in addition to the employee's regular, base hourly rate of pay for all compensated hours. The County will only pay once for each ASE test taken. The Union agrees to work with the Fleet Division to ensure it obtains and maintains ASE shop certification for all shops.

**B.3.1 ASE Certification Examinations** - The County will, when feasible, adjust the work schedule of employees, in order to allow the employee to take examinations to acquire or maintain an ASE certification. If a schedule adjustment is not feasible, the County will approve vacation leave or compensatory time off, at the employee's option, provided the employee submits the request with sufficient advance notice.

**B.4 Tool Allowance** - The County will reimburse up to five hundred dollars (\$500.00) annually (no carry-over) for approved replacement tools or specialty tools not otherwise provided by

1 the County. The Union and the County will meet and confer on the repair of employee owned power  
2 tools used for work.

3 **B.5 Work Units** - Work units will be defined as those County divisions in which members  
4 are regularly assigned to work.

5 **B.6 Apprenticeship Program** - If, during the term of this Agreement, the County and Union  
6 decide to create or participate in an Apprenticeship program, the parties agree to re-open negotiations,  
7 at the request of either party, to negotiate amendments or additions to this Appendix related to  
8 apprenticeships.

9 **B.7 Unanticipated/Work Schedule and/or Shift Change** - Normally, at least eight (8)  
10 hours of advance notice will be given to an employee prior to temporarily changing the employee's  
11 work schedule and/or shift to perform unanticipated projects and/or operations. In the event of snow  
12 removal, flood control, sanding, or other operations due to acts of nature which may or may not be  
13 anticipated, an employee may be placed on "Alert Status" and the eight (8) hours of advance notice  
14 will not be required.

15 **B.8 Alert Status** – Employees assigned to support the Roads Maintenance Section will, in  
16 addition to his/her regular shift and schedule, be assigned an alert status shift and schedule (Alert).

17 **B.8.1 Shift duration** - Alert may be of varying duration; however, Alert will be at  
18 least eight (8) hours.

19 **B.8.2 Alert Notification** - Given the unpredictable nature of operational needs, Alert  
20 may be called at anytime and limited to the number of employees necessary to fulfill operational  
21 needs. Implementation of Alert Status will be considered to have taken place when the work hours of  
22 the employee's normal shift have been altered without the required advance notification as provided  
23 under Section B.7.

24 **B.8.3 Transition to Alert** - Transition to Alert may occur during an employee's  
25 regularly scheduled work day. In such cases, employees may be sent home before the end of the  
26 regular shift in order to get rest prior to the start of their Alert shift, or may be required to stay on  
27 his/her regular shift until the start of the Alert shift. The decision to send an employee home or  
28 require him/her to remain at work will be determined by the County based on operational and safety

1 considerations, taking into consideration the desire of the employee. If the employee requests and is  
2 approved to be relieved from his/her regular shift, he/she may use accrued vacation leave,  
3 compensatory time, or leave without pay for that portion of the regular shift he/she did not work. If  
4 the employee is relieved by management from his/her regular shift, the employee will be compensated  
5 for the remainder of the shift.

6 **B.8.4 Employees on leave** - If an employee is on leave when an alert status shift is  
7 called, he/she will not be called to work unless it is operationally necessary to do so. Employees who  
8 have been pre-approved for leave may be relieved from Alert when the leave is scheduled to begin  
9 unless the employee elects to cancel or postpone the start of the leave or is operationally necessary  
10 due to emergent conditions for management to cancel the leave. In the event that an employee's  
11 approved prescheduled leave is cancelled due to Alert, the County agrees to reimburse the employee's  
12 documented unreimbursed travel expenses that are directly attributed to the cancelled leave.

#### 13 **B.8.5 Compensation**

14 1. When an employee transitions to the Alert shift during his/her normally  
15 scheduled shift, the employee will receive overtime for all time on the Alert shift that is worked on  
16 the calendar day after the employee's regular shift of eight (8) or ten (10) hours has been worked and  
17 paid at straight time.

18 2. When an employee begins the Alert shift on the day he/she is regularly  
19 scheduled to work but does not work his/her regular shift, or begins the Alert shift during the same  
20 day he/she was relieved of his/her regular shift as provided under Section B.8.3, or works the Alert  
21 shift on a day he/she is not normally schedule to work, the first four (4) hours worked on the Alert  
22 shift is paid at the rate of one and one-half (1-1/2) his/her regular rate of pay. The next eight (8)  
23 hours worked will be at the employee's regular rate of pay.

24 3. If an employee on Alert is approved to leave work at his/her own request or  
25 at the beginning of a leave as provided under B.8.4, he/she will be paid only for the hours worked.

26 4. **Leave Accruals** - An employee on Alert shift during a normally scheduled  
27 workday will receive vacation and sick leave accruals for the first eight (8) hours worked if regularly  
28 assigned to a 5/8 work schedule, or ten (10) hours if regularly assigned to a 4/10 work schedule, in

1 accordance with Sections 9.1 and 10.1, respectively.

2                   **5. Shift premium** - Alert shifts will not be subject to shift premium pay as  
3 provided under Section 6.2.

4                   **6. Compensation and Breaks While on an Alert Status Shift** - An  
5 employee who is assigned to work an Alert shift will be compensated for all hours assigned to the  
6 shift inclusive of all meal periods and breaks. The County will try to provide meal and rest periods in  
7 accordance with State regulations during an employee's Alert shift. The County and Union agree that  
8 by this section and RCW 49.12.187 the County may deviate from the meal periods and rest breaks  
9 contemplated in State regulations and that the employees' meal and rest periods may be missed due to  
10 work requirements. If a meal or rest period is missed, no additional pay will be provided.

11                   **B.9 Scheduled Overtime** – Scheduled overtime in the Equipment Repair and Rental and the  
12 Motorpool shops shall be awarded on a seniority basis with the most senior employee in the  
13 classification within the shop being offered the opportunity to work the available overtime first. If  
14 there are no volunteers then overtime shall be assigned in reverse seniority order. This provision  
15 shall not apply to employees normally assigned as Field Mechanics.

# APPENDIX C

## International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104

Union Code: T2D

### APPENDIX C: International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8426100	844602	Metal Fabricator	49	1-2-3-4-5*
8426200	844702	Metal Fabricator - Lead	52	1-2-3-4-5*
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

**C.1 Steps** - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation.

**C.2 Short-term Temporary Employees** - A temporary employee will be hired at Step 3. A temporary who is hired as a regular employee contiguous with his/her temporary employment will start at Step 3. The County will pay the full hourly contribution rate into the medical portion of the Boilermakers' Health and Welfare Trust on behalf of the employee for each hour in pay status.

**C.3 Apprenticeship** - It is understood and agreed by and between the County and the Union that to ensure an adequate supply of competent, skilled craftsmen are available at all times, an Apprenticeship Program may be established by mutual consent of the County and the Union. The County and the Union agree to re-open negotiations if, during the term of this Agreement, the parties decide to establish an Apprenticeship Program. The Apprenticeship Program will not conflict with Federal or Washington State Apprenticeship Laws, and will provide the following:

1 • The Seattle Boilermakers Labor/Management Joint Apprenticeship Training  
2 Committee (JATC) will administer an apprenticeship program.

3 • The JATC will accept two (2) additional members from the County shops comprised  
4 of one selected by the County and one selected by the Union. These two (2) members will function as  
5 a subcommittee to the JATC.

6 • The sub-committee will work with the JATC and provide information regarding  
7 County rules, regulations, and work progress guidelines. The subcommittee will also provide input  
8 and advice regarding the needs of the County shop apprenticeship program and will make regular  
9 reports to the JATC.

10 • Apprentices will be covered by all of the terms and conditions of this Agreement,  
11 except wages, which will be paid as set forth below:

0000-1040 Hours	1041-2080 Hours	2081-4060 Hours
85% of Step 1	90% of Step 1	95% of Step 1

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16 • Upon the successful completion of four thousand sixty (4060) hours of work in the  
17 Apprenticeship Program, the apprentice will be eligible for openings in a journey-person position in  
18 accordance with the County Personnel Guidelines.

19 • Upon attaining journey-person status, the employee will be subject to wage  
20 provisions of this Agreement.

21 **C.4 Work Units** - Work units will be defined as those County divisions in which members  
22 are regularly assigned to work.

23 **C.5 Pension Trust** - The County agrees to re-open negotiations during the term of this  
24 agreement upon request by the Union, solely for the purpose of negotiating procedures and policies  
25 for employees covered by this Agreement to participate in the Union Pension Trust. The County and  
26 Union understand and agree that the Union will conduct a membership vote to determine whether the  
27 bargaining unit will participate in the Pension Trust, and that if a majority of members vote in favor  
28 of participation, all members must participate. The parties further agree that participation in the

1 Pension Trust shall not result in an increase in the rate of pay for any employee covered by this  
2 Agreement.

3 **C.6 Welding Certification Pay** - A regular employee who holds either AWS or WABO  
4 Certifications shall receive a premium of one dollar (\$1.00) per hour. The premium will be paid in  
5 addition to the employee's regular, base hourly rate of pay for all compensated hours.

6 **C.7 Certification Examinations** - The County will, when feasible, adjust the work schedule  
7 of eligible employees who do not work a day shift in order to allow the employee to take  
8 examinations to acquire or maintain an AWS or WABO certification. If a schedule adjustment is not  
9 feasible, the County will approve vacation leave or compensatory time off, at the employee's option,  
10 provided the employee submits a request with sufficient advanced notice.

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**APPENDIX D****International Brotherhood of Electrical Workers Local 46**

Union Code: T2C

**APPENDIX D: International Brotherhood of Electrical Workers Local 46**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8201100	821201	Electrician I	53	1-2 *
8201300	821302	Electrician I - Lead	56	1-2 *
8201200	821401	Electrician II	57	1-2 *
8200100	821101	Electrician Helper	37	1-2-3-4-5 **
* These Steps equate to Steps 6-10 on the King County "Squared" Pay Schedule. ** These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

**D.1 Short-term Temporary Employees** - The County will pay the full hourly contribution rate into the medical portion of the Puget Sound Electrical Workers' Healthcare Trust on behalf of the employee for each hour in pay status. Temporary employees will be hired at Step 2 of the Electrician I pay range.

**D.2 High Voltage** - An employee assigned to and working at the Airport Division will receive a premium of ten percent (10%) over his/her regular hourly rate of pay for working with high voltage (600 volts or more).

**D.2.1** An employee assigned to the Airport shall not be eligible for lead pay.

**D.2.2** An employee assigned to the Airport shall only receive two (2) hours of call-out pay when called out. (Modifies Section 7.6)

**D.3** The County agrees to pay for the actual cost of any license required for the position. The County also agrees to reimburse the employee for the actual cost of maintaining the license not to

1 exceed two hundred and forty (\$240.00) during the term of the Agreement.

2 **D.4 Work Units** - Work units will be defined as those County divisions in which members  
3 are regularly assigned to work.

4 **D.5 Tools and Protective Clothing** - The County will provide all tools and protective  
5 clothing required to perform the assigned work. The parties agree to utilize or convene a special  
6 Labor Management Committee in affected Departments as soon as feasible after implementation of  
7 the Agreement for the purpose of discussing fire retardant clothing.

8 **D.6 Job Postings** - The County agrees to notify the Union each time there is a vacant  
9 bargaining unit position the County intends to fill.

10 **D.7 Union Stewards** - the Union shall have the right to appoint stewards for each division  
11 within the County where its members are employed. The steward shall see that the provisions of this  
12 agreement are observed, and shall be allowed a reasonable time to investigate grievances, attend  
13 grievance hearings and Labor/Management meetings during regularly scheduled shifts, without loss  
14 of compensation, except the County shall have no obligation for overtime compensation for steward  
15 activities.

16 **D.8 Apprenticeship Program** - If, during the term of this Agreement, the County and Union  
17 decide to create or participate in an Apprenticeship program, the parties agree to re-open negotiations,  
18 at the request of either party, to negotiate amendments or additions to this Appendix related to  
19 apprenticeships.

20 **D.9 Licensing Requirements** - The parties agree that effective as of October 4, 2010, all new  
21 hires into the positions of Electrician I, Electrician I Lead and Electrician II will be required to  
22 possess and maintain a valid Washington State Journey Electrician certificate (01) as a condition of  
23 employment. Grandfathered employees in the Facilities Management Division are not required to  
24 have a 01 electrician certificate as a condition of being in the position of Electrician I for the duration  
25 of their employment with the County.

26 **D.10 Loss of License** - If an employee in the classification of Electrician I, Electrician Lead  
27 or Electrician II loses their 01 certificate, the employee is required to immediately advise his or her  
28 supervisor. The career service Electrician I will have 60 calendar days in which to get the 01

1 certificate renewed or is terminated from employment. If the career service employee in the  
2 classification of Electrician Lead or Electrician II loses their 01 certificate, the employee may, at  
3 management's discretion, be reassigned to perform work as an Electrician I until their certificate is  
4 renewed within 60 calendar days and will be terminated from employment if the employee fails to  
5 renew the 01 certificate within 60 calendar days.

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**APPENDIX E****International Union of Painters and Allied Trades District Council 5**

Union Code(s): T2M  
T3M

**APPENDIX E: International Union of Painters and Allied Trades District Council 5**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Pay Range</b>	<b>Steps</b>
8101100	812102	Painter I	47	1-2-3-4-5 *
8101300	812202	Painter I – Lead	50	1-2-3-4-5 *
8101200	812301	Painter II	51	1-2-3-4-5 *
8103100	813401	Sign Painter I	47	1-2-3-4-5 *
8103200	813501	Sign Painter II	51	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County “Squared” Pay Schedule.				

**E.1 Steps** - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation.

**E.2 Short-term Temporary Employees** - A temporary employee may be hired at Step 3 or higher at the County’s discretion. (Adds to Section 5.2) The County will pay the full hourly contribution rate into the Painters’ Health and Welfare Trust on behalf of the employee for each hour in pay status.

**E.2.1 Term-limited Temporary Employees** - A term limited employee will be hired at Step 3 or higher at the employer’s discretion. Employees may advance to the next step after their one year review, at the County’s discretion.

**E.3 Work Units** - Work units will be defined as those County divisions in which members are regularly assigned to work.

1           **E.4 Apprenticeship Program** – It is understood and agreed by and between the County and  
2 the Union that to ensure an adequate supply of competent, skilled craftsmen are available at all times  
3 if, during the term of this Agreement, the County and Union decide to create or participate in an  
4 Apprenticeship program, the parties agree to re-open negotiations, at the request of either party, to  
5 negotiate amendments or additions to this Appendix related to apprenticeships.

6           **E.5 Scheduled Overtime Work** – The County shall have the right to schedule and assign  
7 overtime work. Overtime work will be divided and rotated as equally as possible amongst those  
8 employees that desire overtime work. Employees will indicate their availability for overtime work by  
9 placing their names on the overtime roster which will be posted in the workplace at all times. The  
10 posting of the overtime roster and rotation of the overtime will be the responsibility of the bargaining  
11 unit.

12           **E.6 Certification and ongoing training** – Employees required to maintain a certificate or  
13 ongoing training or attend classes or conferences shall be fully compensated their regular wages for  
14 all time, including travel time and expenses needed to attend class. All shall be relevant to the range  
15 of the employee's assignment at the County and must be approved in advance.

## APPENDIX F

### United Association of Plumbers and Pipefitters Local 32

Union Code(s): T2B  
T3B

#### **APPENDIX F: United Association of Plumbers and Pipefitters Local 32**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9202100	923101	Irrigation Specialist/Plumbing and Mechanical I	52	1-2 *
8500000	850002	Plumber Helper	37	1-2-3-4-5 **
8500100	851102	Plumbing and Mechanical I	52	1-2 *
8500300	851301	Plumbing and Mechanical I (Lead)	55	1-2*
8500200	851201	Plumbing and Mechanical II	56	1-2 *
5319100	534101	Plumbing Inspector	55	1-2 *
5319200	534201	Plumbing Inspector - Senior	59	1-2 *
* These Steps equate to Steps 6-10 on the King County "Squared" Pay Schedule.				
** These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

**F.1 Short-term Temporary Employees** - The County will pay the full hourly contribution rate into the Plumbers' Health and Welfare Trust on behalf of the employee for each hour in pay status; except for part-time Plumbing Inspectors. In lieu of participation into the Health and Welfare Trust, part-time Plumbing Inspectors will be placed at Step 2 of the pay range once he/she is paid the equivalent of six (6) months of employment.

**F.2 Tools and Protective Clothing** - The County will provide all tools and protective clothing required to perform the assigned work.

**F.3 Licenses** - The County will pay the actual cost of any license required by the County,

1 except a Commercial Driver's License. The County also agrees to reimburse the employee for the  
2 actual cost of maintaining the license not to exceed one hundred seventy-five dollars (\$175.00) during  
3 the term of the Agreement.

4 **F.4 Parking** - Upon presentation of a receipt, the County agrees to reimburse for parking, up  
5 to ten dollars (\$10.00) for parking costs that result from overtime work or a callout.

6 **F.5 Work Units** - Work units will be defined as those County divisions in which members  
7 are regularly assigned to work.

8 **F.6 Backflow Certification** - When the County requires an employee to have a backflow  
9 certification, the employee shall be provided paid release time during their regularly scheduled work  
10 if necessary to complete the course and receive certification and to also reimburse the employee for  
11 the costs of training and actual certification, upon completion.



**APPENDIX G**  
**UNITEHERE! Local 8**

Union Code(s): T2A  
T3A

**APPENDIX G: UNITEHERE! Local 8**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9500200	951202	Cook/Baker I	43	1-2-3-4-5 *
9500201	951303	Cook/Baker II	47	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

**G.1 Compensatory Time** - If requested by the employee and agreed to by the Manager/designee, compensatory time off in lieu of overtime compensation may be authorized.  
 (Replaces Section 7.4)

**G.1.1** Compensatory time off in lieu of overtime will be earned at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

**G.1.2** A maximum of forty (40) hours of compensatory time off may be accumulated.

**G.1.3** Accrued compensatory time off will be expended within the calendar year in which it is earned, unless through mutual agreement between the employee and the County, the employee is allowed to carry the accumulation into the ensuing year.

**G.1.4** Notwithstanding the provisions of Section G.1.3, compensatory time off will be scheduled at a time mutually agreed upon by the employee and the County.

**G.2 Direction of Staff/Inmates** - Cook-Bakers I and Cook-Bakers II may be required to direct other staff and/or inmates in the performance of their regular duties.

**G.3 Promotion** - The County welcomes and encourages employees to apply for promotional

opportunities.

**G.4 Wellness Incentive Plan** - Employees within the bargaining unit who, during a payroll year (as reflected on the December 20th or last paycheck of the year), use less than twenty-five (25) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a vacation day to be used in the following calendar year.

**G.5 Shift Differential** - The provisions of Sections 6.2.1 and 6.2.2 relating to shift differential will not apply to members of this bargaining unit.

**G.6 Schedule and Shift** - Full time Employees shall be required to work a full forty (40) hour workweek inclusive of the meal period of thirty (30) minutes. The standard shift will be eight (8) hours inclusive of the meal period. Employees will remain at a designated work site and on duty, and may be directed to perform work during the meal period. The parties understand and agree that circumstances may not always allow for the meal period of at least thirty (30) minutes as provided in Washington Administrative Code 296-126-092 (1).

**G.7 Work Units** - Work units will be defined as those County divisions in which members are regularly assigned to work.

**G.8** The County will supply each employee five (5) sets of pants, hats and shirts to be replaced as needed, as determined by the County.

**G.9** Employees who translate a language in the work place identified by the County as a language for which translation activity is necessary shall be paid five hundred dollars (\$500) per year paid in semi-annual installments. Eligible employees shall be required to pass a language proficiency test administered by the County. The County retains the discretion to determine the number of employees that may qualify for the premium.

**G.10 Employee Transfer to a Different Facility (King County Correctional Facility or Regional Justice Center)** - Once an employee has successfully completed the probationary period, if an opening becomes available in either facility (KCCF or RJC) the employee who transfers within the same job classification will not be subject to a new probationary period.

## APPENDIX H

### International Union of Operating Engineers Local 286

Union Code(s): T2P

#### APPENDIX H: International Union of Operating Engineers Local 286

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8502100	853102	Operating Engineer I	45	1-2-3-4-5 *
8502200	853303	Operating Engineer II	50	1-2-3-4-5 *
8502400	853602	Operating Engineer II - Lead	53	1-2-3-4-5 *
8502300	853401	Operating Engineer III	54	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

**Operating Engineer I, II, II Lead, and III:** The parties understand and agree that employees in the Operating Engineer classification series must possess all the qualifications (presently required), including required licenses for journey level assignments (which includes the Grade #3 Steam Engineer and Refrigeration Operating Engineer licenses). Employees hired on or after the effective date of this Agreement who do not possess minimum qualifications for journey-level work will be appointed to the Operating Engineer I classification, and will be expected to obtain all journey level qualifications (which include Grade #3 Steam Engineer and Refrigeration Operating Engineer licenses) within twelve (12) months, as a condition of continued employment. The employee will be appointed to the Operating Engineer II classification effective the first day of the pay period following the date the employee attains all journey level qualifications for his/her position.

**H.1 Steps** - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5

on successful completion of probation. (Modifies Section 5.2)

**H.2 Licenses/Certificates** - The County will pay the actual cost of any license/certificate required; and, prospective following the ratification of the Agreement, the County will pay for approved, work related licenses/certificates (e.g., Boiler Supervisor Certificate) and any training required to maintain the license/certificate.

**H.3 Filling Of Vacant and New Schedules and/or Shifts** - In the event a position becomes vacant, for which the County intends to fill, or there is a change to a regular shift and/or schedule, notice of the vacancy or changed regular schedule and/or shift will be posted. The notice will have the date and hour of its posting and it will remain posted for seventy-two (72) consecutive hours. Regular employees who desire to bid for the vacant position, schedule and/or shift will indicate so by signing the posted notice. The employee with the greatest bargaining unit seniority will be assigned; provided however, he/she is qualified to handle the work. (Supplants Section 6.3)

**H.4 Overtime Work** - The County shall have the right to schedule and assign overtime work. Overtime work will be divided and rotated as equally as possible amongst those employees who desire overtime work. Employees will indicate their availability for overtime work by placing their names on the overtime roster which will be posted in the workplace at all times. The posting of the overtime roster will be the responsibility of the Operating Engineer III. (Supplants Section 7.2)

**H.5 Vacation Preference** - Vacation preference requests for a period beginning January 1st through the following January 1st must be received by Management not later than December 1st of the preceding twelve (12) month period during which the vacation is being requested. Upon receipt of the request, a vacation schedule will be developed and posted on or before January 1st. Vacation preference requests will be granted on the basis of bargaining unit seniority provided that essential operations are properly staffed at all times. All vacation requests made after December 1st will be granted only with the mutual agreement of Management and the employee. (Supplants Section 9.9)

**H.6** The County will provide five (5) uniforms to employees and replace them as needed. If requested by the Union, the parties agree to convene a Labor-Management Committee meeting as soon as feasible after ratification of the Agreement, for the purpose of discussing an annual uniform allowance.

1       **H.7 Work Units** - Work units will be defined as those County divisions in which members  
2 are regularly assigned to work.

3       **H.8 Boiler Supervisor** – Employees are encouraged to pursue obtaining a City of Seattle  
4 Boiler Supervisor Certificate. Employees who have obtained the certificate and avail themselves as a  
5 Boiler Supervisor will receive fifty dollars (\$50.00) per month, less applicable taxes. The County can  
6 cease paying the stipend in the event the employee is no longer desirous of performing the Boiler  
7 Supervisor duties by either voluntarily withdrawing as a Boiler Supervisor or non-performance.

8               **H.8.1** Employees with a Boiler Supervisor Certificate will be paid two (2) hours of  
9 overtime pay if called-out for a Boiler Supervisor response. (Supplants Section 7.6) Call, call-outs  
10 and standby for eligible employees with a Boiler Supervisor Certificate will be equalized to the extent  
11 possible.

12               **H.8.2** In the event an eligible employee with a Boiler Supervisor Certificate fails to  
13 respond to Boiler Supervisor call and/or call-out, the County will then refer the call and/or call-out to  
14 an outside contractor for response. (Modifies Section 14.2)

15               **H.8.3** Eligible employees are defined as Operating Engineers assigned to the Seattle  
16 Downtown area and other Operating Engineers who have been approved by FMD.

17               **H.8.4** Section H.8 is prospective following ratification of the Agreement.

18       **H.9 Disturbance Pay/Phone Consultation** - In the event an employee is called by either the  
19 Employer or an authorized representative of the Employer to work on a resolution for an after-hours  
20 emergency utilizing his/her expertise to attempt to resolve a problem (whether by phone or other  
21 electronic means, not on site) shall be paid a minimum of one (1) hour of work or for the hours  
22 actually worked, whichever is greater at the overtime rate. It is understood by the parties that  
23 multiple phone calls within the work day are not compensable at the minimum one (1) hour rate. In  
24 the event the employee is required to report to the worksite, then the Disturbance Pay shall be  
converted to a call-out, pursuant to Section 7.6.1, with a start time matching the initial call.

25       **H.10 Vehicle Backup Cameras** - The County agrees to provide vehicle backup cameras for  
26 all County vehicles utilized by bargaining unit members to help prevent accidents and to ensure  
safety.

27       **H.11 Safety Footwear** - The County will require all bargaining unit members to wear safety  
28 footwear at all times during the course of their duties.

# APPENDIX I

## Laborers' International Union of North America Local 1239

Union Code(s): T2S

### APPENDIX I: Laborers' International Union of North America Local 1239

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9440100	942103	Utility Worker I	35	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

**I.1 Retirement** - All employees hired prior to January 1, 1990, will continue to be covered by the applicable retirement system in which they are enrolled as of December 31, 1989; i.e., Seattle City Employees Retirement System, PERS I or PERS II. Contributions to the applicable retirement system will be made in accordance with the respective applicable City of Seattle Ordinance(s), County Ordinance(s), or State Law.

**I.2 Seniority** - Effective upon signature of the Agreement, Utility Worker I's in positions represented by Local 1239 will have their continuous service in the classification of Utility Laborer included for purposes of determining classification seniority.



# ADDENDUM A

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## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

### ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

#### Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county’s high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero (“0”) cost-of-living adjustment (COLA) Agreement intended to address the county’s budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating “sound financial management” as well as by recognizing King County employees, the county’s “most valued resource,” in working with King County to meet the challenges that will be presented during the term of this Agreement.



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### Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

#### **January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;

2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

#### **January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;

2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. Re-openers consistent with #3 for 2015 above.

#### **Lump Sum Coalition Participation Premium Payment**

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

## ADDENDUM A

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August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

### Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

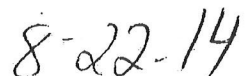
It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



Patti Cole-Tindall, Director  
Office of Labor Relations  
King County Executive Office



Date

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## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

### ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

**Labor Organization: Joint Crafts Council**

**Ratified by the Members covered by the Contracts listed below:**

cba code	Labor Organization	Contract
350	JCC	Construction Crafts

For Joint Crafts Council:

  
Janet Lewis  
Joint Crafts Council Co-Chair

8/21/14  
Date

For Joint Crafts Council:

\_\_\_\_\_  
Jeff Skillman  
Joint Crafts Council Co-Chair

\_\_\_\_\_  
Date

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## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

### ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

**Labor Organization: Joint Crafts Council**

**Ratified by the Members covered by the Contracts listed below:**

cba code	Labor Organization	Contract
350	JCC	Construction Crafts

For Joint Crafts Council:

\_\_\_\_\_  
Janet Lewis  
Joint Crafts Council Co-Chair

\_\_\_\_\_  
Date

For Joint Crafts Council:

\_\_\_\_\_  
Jeff Skillman  
Joint Crafts Council Co-Chair

\_\_\_\_\_  
8/20/14  
Date

# ADDENDUM A

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## ADDENDUM A

### MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

**KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS**

**Subject: Coalition bargaining for employees in specified administrative support classifications**

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4  
Administrative Specialist 1 – 4  
Customer Service Specialist 1 – 4  
Technical Information Processing Specialist 1 – 4  
Administrative Office Assistant  
Public Health Administrative Support Supervisor  
Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.

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## ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.



# ADDENDUM A

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## ADDENDUM A

5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275



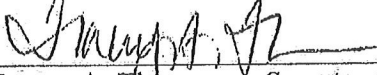
**ADDENDUM A**

18168

**ADDENDUM A**

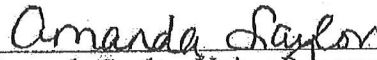
6. This Agreement shall remain in effect through December 31, 2013.

**For International Brotherhood of Teamsters Local 117:**

  
\_\_\_\_\_  
Tracey A. Thompson, Secretary-Treasurer

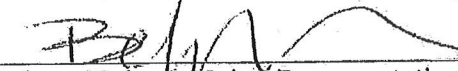
4/25/11  
Date

**For Office & Professional Employees International Union, Local 8:**

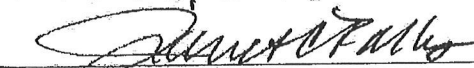
  
\_\_\_\_\_  
Amanda Saylor, Union Representative

4/25/11  
Date

**For Professional and Technical Employees, Local 17:**

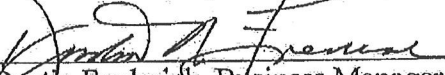
  
\_\_\_\_\_  
Behnaz Nelson, Union Representative

4/26/11  
Date

  
\_\_\_\_\_  
Janet Parks, Union Representative

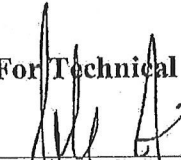
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Date

**For Public Safety Employees Union:**

  
\_\_\_\_\_  
Dustin Frederick, Business Manager

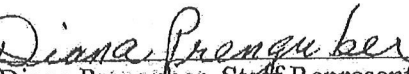
4/25/11  
Date

**For Technical Employees Association:**

  
\_\_\_\_\_  
Ade Franklin, President

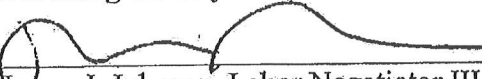
4.27.11  
Date

**For Washington State Council of County and City Employees, Council 2:**

  
\_\_\_\_\_  
Diana Prenguber, Staff Representative

4-25-11  
Date

**For King County:**

  
\_\_\_\_\_  
James J. Johnson, Labor Negotiator III

4/28/11  
Date

## ADDENDUM A

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### ADDENDUM A EXHIBIT A

#### GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engaged in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
5. **Scope of Classifications.** Administrative Support classifications, including the following:
  - Fiscal Specialist 1-4
  - Administrative Specialist 1-4
  - Customers Service Specialist 1-4
  - Technical Information Processing Specialist 1-4
  - Administrative Office Assistant
  - Medical Application Specialist (Health)
  - Administrative Specialist Supervisor (Health)
  - Administrative Staff Assistant
  - ~~(Application Worker) Social Services Specialist~~and any other classification that the parties may agree to include during the course of negotiations.

## ADDENDUM A

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## ADDENDUM A

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.
7. **Negotiation Process.**
  - A. **Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.
  - B. **Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.
  - C. **Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.
  - D. **Location.** Bargaining sessions will be held at downtown County facilities.
8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

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## ADDENDUM A

9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
  - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
  - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

# ADDENDUM A

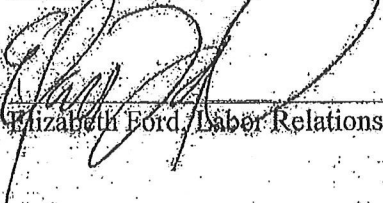
18168

## ADDENDUM A

10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30<sup>th</sup> day of September, 2008.

KING COUNTY



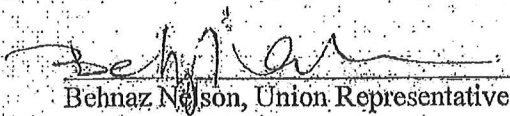
Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117



Spencer Nathan Thal, General Counsel

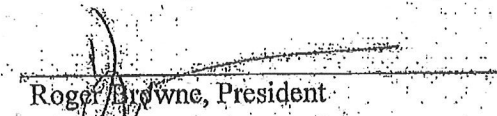
IFPTE, LOCAL 17



Behnaz Nelson, Union Representative

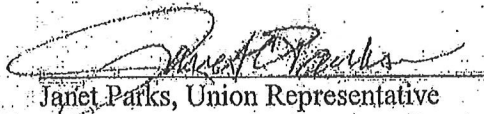
IFPTE, LOCAL 17

TECHNICAL EMPLOYEES ASSOCIATION

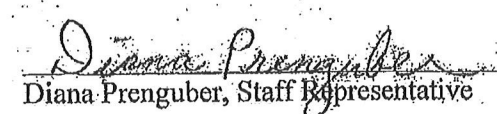


Roger Browne, President

WSCCE, Council 2

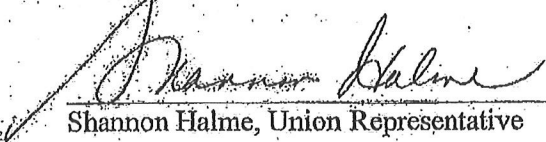


Janet Parks, Union Representative



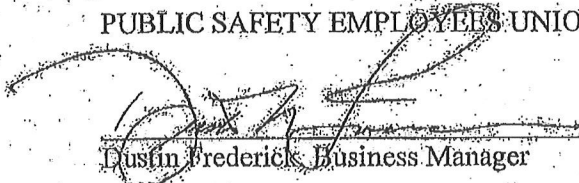
Diana Prenguber, Staff Representative

OPEIU, LOCAL 8



Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519



Dustin Frederick, Business Manager

**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**KING COUNTY**  
**AND**  
**JOINT CRAFTS COUNCIL**  
**REPRESENTING CONSTRUCTION CRAFTS**

**Subject: Safety Wear Allowance**


**Safety Wear Allowance** – The following provisions apply to regular employees represented by the Union working in the Departments of Transportation, Natural Resources and Parks, and any other department which are required by the County to wear protective safety wear for their job not already provided by the department and/or required by law. The County will determine criteria of what constitutes protective safety wear based on job assignment.

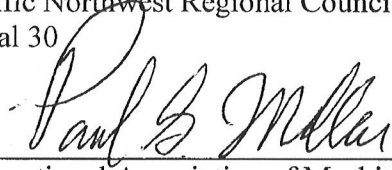
Effective January 1, 2015, and January 1 of each calendar year thereafter, regular employees in the Departments of Transportation, Natural Resources and Parks, and any other department requiring protective safety wear will be eligible to receive a reimbursement up to \$150 for each calendar year of the February 1, 2014 to December 31, 2016 collective bargaining agreement to use towards the purchase or repair of protective safety wear not already provided by the department and/or required by law.

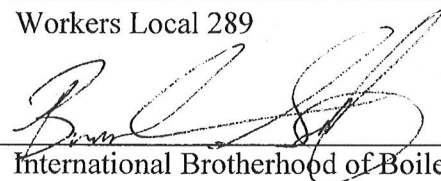
Employees must present receipts to the supervisor/designee for reimbursement evidencing the purchase or repair of protective safety wear not already provided by the department and/or required by law. If the safety wear reimbursement is not used in the calendar year, the unused amount can be carried over to the following calendar year for use. No more than \$150 can be carried over from one year to the next.

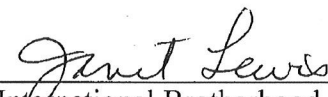
APPROVED this 30 day of SEPTEMBER, 2015.

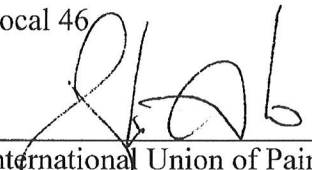
By:   
King County Executive

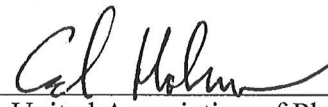
By:  Date: 8-14-15  
Pacific Northwest Regional Council of Carpenters  
Local 30

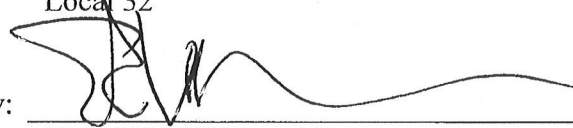
By:  Date: 8-14-15  
International Association of Machinists and Aerospace  
Workers Local 289


By:  Date: 8/14/15  
International Brotherhood of Boilermakers, Iron Ship  
Builders, Blacksmiths, Forgers and Helpers  
Lodge No. 104


By:  Date: \_\_\_\_\_  
International Brotherhood of Electrical Workers  
Local 46

By:  Date: 8/14/15  
International Union of Painters and Allied Trades  
District Council 5

By:  Date: 8.14.2015  
United Association of Plumbers and Pipefitters  
Local 32

By:  Date: 8/15/15  
UNITEHERE! Local 8

By:  Date: 8/13/2015  
International Union of Operating Engineers  
Local 286

By:  Date: 08/14/2015  
Laborers' International Union of North America  
Local 1239